MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is effective as of _____ (the "Effective Date"), by and between Trava Security, Inc., a Delaware company having its registered place of business at 830 Massachusetts Avenue, Suite 1500, Floor 3, Indianapolis, IN 46204 ("Trava"), and _____, a _____ having its registered place of business at _____ ("Client").

From time to time in this Agreement, Client and Trava shall be referred to collectively as, the "Parties" and each individually as a "Party."

WHEREAS, the Parties to this Agreement intend to outline the terms and conditions relating to the provision of certain Deliverables and Services (as defined herein) by Trava to Client; and

WHEREAS, Trava agrees to sell, and Client agrees to accept such Deliverables and Services based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

a. **"Deliverable"** shall mean the reports, assessments, findings, and other written work product produced by Trava as a result of the Services performed under an applicable SOW.

b. **"Fees"** shall mean all fees identified in a SOW, and may include recurring fees, one-time fees, reimbursable expenses, and costs, as applicable.

c. **"Services"** shall mean all services identified in a SOW, and may include standard services provided by Trava to its customers, or technical, supplemental, or professional services specific to Client.

d. **"SOW Effective Date"** means the date a SOW is signed by the Parties.

e. **"Statement of Work" or "SOW"** shall mean a written statement of work, order form, or similar document executed by both Parties that identifies the Services, Fees, and other terms applicable thereto.

2. Services.

a. **Statement of Work.** The performance of Services by Trava will be in accordance with this Agreement and one or more SOWs incorporating the terms of this Agreement. Each SOW shall be signed by authorized representatives of Trava and Client, and shall identify the Services to be provided by Trava to Client under that SOW, the Fees to be paid by Client to Trava under that SOW, and other terms and conditions applicable to the Services under that SOW. Any modification to this Agreement or a SOW must be in writing and executed by an authorized representative of each Party.

b. **Point-in-Time Limitation.** Client acknowledges and agrees that any Deliverables are limited to a point-in-time review or analysis of Client's systems, processes, and/or documentation as provided by Client at the time of performance. Trava makes no representation that the Deliverables reflect the security posture, compliance status, or vulnerability profile of Client's environment at any point after the date of delivery. Client is solely responsible for monitoring its systems and remedying identified issues on an ongoing basis.

3. Client's Obligations.

a. Client will provide commercially reasonable cooperation with Trava to assist Trava in provision of the Services, including as provided in a SOW.

4. Payment Terms.

a. Unless otherwise specified in the applicable SOW, Trava will submit invoices to the Client for Fees for Services, and payment is due within 30 days of the invoice date. Client agrees to pay invoiced Fees in U.S. dollars prior to the end of the 30 days from invoice date. If a delay of 15 business days or more in the achievement of a milestone occurs due to Client's acts or omissions, Trava may issue an invoice covering Services delivered and expenses incurred to date. Unless otherwise agreed in the applicable SOW, all Fees are non-cancellable and non-refundable. If Client disputes any invoiced amounts, Client must notify Trava in writing on or before the payment due date; the Parties shall negotiate in good faith to promptly resolve the dispute, and agreed amounts shall become immediately payable. Any undisputed amounts not paid when due shall accrue interest at the lesser of one and one half percent (1.5%) per month or the highest rate permissible by applicable law, from the due date until paid in full. Client shall pay all taxes (including, without limitation, sales, use, property, excise, value added, and gross receipts) levied on this Agreement, except taxes based on Trava's income. Trava reserves the right to suspend Client's access and/or use of the Services or delivery of the Deliverables for any accounts for which any payment of Fees is due and unpaid, provided, however, that Trava provides Client a delinquency notice of such

nonpayment and at least 30 days have passed since the transmission of such delinquency notice without full payment of the unpaid Fees by Client. Client also shall pay to Trava all reasonable expenses incurred by Trava in direct connection with exercising any of its rights under this Agreement or applicable law with respect to the collection of payment due Trava (excluding with respect to amounts reasonably disputed by Client in good faith), including reasonable attorneys' fees, court costs, and collection agency fees.

5. Intellectual Property Rights.

a. **Services.** Trava hereby grants to Client a non-exclusive right and license to access and use the Services pursuant to this Agreement, in and under Trava's intellectual property rights. Trava hereby grants to Client a perpetual, worldwide, non-exclusive license to use, copy, and modify the Deliverables solely for Client's internal business purposes. Trava may revoke such license solely upon (i) Client's material non-payment of Fees or (ii) Client's material misuse of the Deliverables outside the scope permitted hereunder. Except for the foregoing licenses or as otherwise expressly agreed by the Parties in a SOW, each Party to this Agreement retains exclusive ownership and rights to its trade secrets, inventions, copyrights, and other intellectual property, and nothing in this Agreement grants any right or license therein to the other Party.

b. **Client Information.** As between the Parties, Client shall retain ownership of all Client Data. “Client Data” means all data and any information that Client: (i) provides or authorizes access to Trava during Trava's provision of Services; or (ii) inputs into any online or platform-based service provided by Trava.

c. **Service Data.** Trava shall have the right to collect and analyze data relating to the provision, use and performance of the Services: (i) to improve and enhance the Services; (ii) for other benchmarking, diagnostic and corrective purposes in connection with the Services, including gathering and compiling security event data to identify trends and potential security threats; and (iii) to process such data in connection with its business and publish reports and analyses in an aggregated, anonymized and/or other de-identified form that does not identify Client, its customers or any individual. Notwithstanding the foregoing, any Client Confidential Information used in the foregoing shall remain subject to the confidentiality obligations set forth in Section 10 of this Agreement.

6. Non-Solicitation.

a. During the Term and for a period of one year thereafter, each Party hereto agrees that it shall not induce or attempt to induce any employee, agent or former employee or agent of the other Party to leave the employ of the other Party, or hire any such employee, agent or former employee or agent in any business or capacity. If a Party breaches this Section, the breaching Party shall pay the non-breaching Party liquidated damages equal to the greater of one year's compensation (i) offered

to the personnel by the breaching Party, or (ii) paid to the personnel by the non-breaching Party. This Section shall not apply to personnel who independently respond to general public solicitations not specifically targeting such personnel (e.g., general job postings, employment agency referrals, or internet job boards).

7. Warranties.

a. **Mutual Warranty.** Each Party warrants that it has obtained all authorizations, consents, and licenses necessary to enter and fully perform under this Agreement.

b. **Services Warranty.** Trava represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement, (ii) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a Party or by which it is bound, (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Trava, in accordance with its terms, and (iv) it shall provide the Services in a workmanlike, professional manner. Trava's sole obligation and Client's exclusive remedy for a breach of the foregoing Services warranty is for Trava, at its option and expense, to (1) re-perform the non-conforming Services and/or replace the non-conforming Deliverables, or (2) refund the Fees paid by Client attributable to the non-conforming Services.

c. **Client Warranty.** Client represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement, (ii) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a Party or by which it is bound, (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Client, in accordance with its terms, (iv) Client will not, in the course of its performance hereunder, knowingly infringe or misappropriate, nor will it provide to Trava any materials which infringe, any intellectual property right of any other person; and (v) Client will not disclose to Trava any confidential or proprietary information of any third party.

d. **Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TRAVA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRAVA IS NOT RESPONSIBLE FOR AND HAS NO LIABILITY IN CONNECTION WITH THE SECURITY, PERFORMANCE OR OPERATION OF CLIENT'S THIRD PARTY SYSTEMS OR OPERATING ENVIRONMENTS. TRAVA DOES NOT WARRANT THAT THE SERVICES WILL: (I) BE UNINTERRUPTED OR ERROR-FREE; (II) DETECT OR IDENTIFY ALL SECURITY THREATS, VULNERABILITIES, OR NETWORK RISKS TO CLIENT'S SYSTEMS, FACILITIES, ASSETS, OR OPERATIONS; (III) PREVENT INTRUSIONS INTO, OR ANY DAMAGE TO, CLIENT'S SYSTEMS OR DATA, INCLUDING LOSS OF DATA; (IV) RETURN CONTROL OF CLIENT OR THIRD-PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (V) MEET OR HELP CLIENT MEET ANY COMPLIANCE

STANDARD OR OTHER REQUIREMENTS NOT EXPRESSLY SET FORTH IN AN APPLICABLE SOW. TRAVA'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, OR DAMAGE NOT CAUSED BY TRAVA OR ITS SUBCONTRACTORS.

8. Indemnification.

a. Client shall indemnify and defend Trava, its affiliates, and each of their respective officers, directors, employees, contractors and agents, at Client's own expense, against any suit or proceeding brought against Trava by a third party arising from or related to (i) Client's violation of any law, (ii) an allegation that the Client information or Trava's use of the Client information in accordance with this Agreement violates any law or regulation or infringes third party intellectual property rights, or (iii) Client's breach of Client's warranty provided in Section 7, and shall pay any damages, costs, and reasonable attorneys' fees finally awarded against Trava or agreed to in a settlement approved by Client, except to the extent that any such claim results from the negligence, unlawful or wrongful acts of Trava or any person acting in concert with Trava. To qualify for such defense and payment, Trava must (1) give Client prompt written notice of any such claim, (2) allow Client to solely control the defense and all related settlement negotiations for any such claim, and (3) fully cooperate with Client in such defense and settlement negotiations.

b. Trava shall indemnify and defend Client, its affiliates, and each of their respective officers, directors, employees, contractors and agents, at Trava's own expense, against any suit or proceeding brought against Client by a third party arising from or related to (i) Trava's violation of any law, (ii) an allegation that the Services or Client's use of the Services in accordance with this Agreement violates any law or regulation or infringes third party intellectual property rights, or (iii) Trava's breach of Trava's warranty provided in Section 7, and shall pay any damages, costs, and reasonable attorneys' fees finally awarded against Client or agreed to in a settlement approved by Trava, except to the extent that any such claim results from the negligence, unlawful or wrongful acts of Client or any person acting in concert with Client. To qualify for such defense and payment, Client must (1) give Trava prompt written notice of any such claim, (2) allow Trava to solely control the defense and all related settlement negotiations for any such claim, and (3) fully cooperate with Trava in such defense and settlement negotiations.

9. Limitation of Liability.

a. **Disclaimer of Consequential Damages.** EXCEPT FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE OR LOST PROFITS), EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.

b. **Aggregate Cap.** EXCEPT FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WHETHER UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WILL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAID OR PAYABLE UNDER THE APPLICABLE SOW GIVING RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE.

10. Confidentiality.

a. **Definition.** “Confidential Information” means any nonpublic information (written, oral or electronic) disclosed by one Party to the other Party and shall be deemed to include the following information of the respective Parties, without limitation: (i) the terms and conditions of this Agreement; (ii) customer lists, the names of customer contacts, Client information, business plans, technical data, product ideas, personnel, contracts and financial information; (iii) patents, trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (iv) information about costs, profits, markets and sales; (v) plans for future development and new product concepts; (vi) all documents, books, papers, drawings, models sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments; or (vii) any data or information stored in the Services.

b. **Non-Disclosure.** Each Party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other Party to any third party, and further agrees not to use the Confidential Information of the other Party except and only to the extent necessary to perform their respective obligations under this Agreement. Each Party agrees to secure and protect the other Party's Confidential Information in a manner consistent with the maintenance of such Party's own confidential and proprietary rights in the information (and in any event reasonable measures) and to take appropriate action by instruction or agreement with its employees, consultants, affiliates or other agents who are permitted access to the other Party's Confidential Information to satisfy its obligations under this Section.

c. **Compelled Disclosure.** If the receiving Party is required by law, regulation, or court order to disclose any Confidential Information, the receiving Party shall, to the extent permitted by law, promptly notify the disclosing Party in writing prior to such disclosure so that discloser may seek a protective order or other appropriate relief. The receiving Party shall disclose only that portion of the Confidential Information that is legally required to be disclosed.

d. **Return and Destruction.** Upon the disclosing Party's written request, the receiving Party shall promptly return or securely destroy all Confidential Information in its possession or control and

certify such destruction in writing. Notwithstanding the foregoing, the receiving Party may retain copies of Confidential Information solely for archival, audit, disaster recovery, legal, or regulatory purposes, provided that such retained information remains subject to the confidentiality obligations set forth in this Section.

e. **Exclusions.** The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of the receiving Party; (ii) was rightfully in the receiving Party's possession on a non-confidential basis independent of its relationship with the disclosing Party prior to the first disclosure by the disclosing Party to the receiving Party as evidenced by the receiving Party's then-existing written records; (iii) has been or is developed by or become known to the receiving Party without access to any of the disclosing Party's Confidential Information and outside the scope of any agreement with disclosing Party with the receiving Party having the burden of proof to demonstrate independent creation; or (iv) has been obtained rightfully from third parties not bound by an obligation of confidentiality.

f. **Client Communications.** To the extent performance of the Services requires Trava to communicate with Client's customers, prospects, business affiliates, or other third parties, Trava shall not perform any such communications unless with Client's direct participation and/or written approval. For the sake of clarity, Trava shall not email, telephone, or join audio/video conference calls without Client's approval.

11. Term and Termination.

a. **Term.** The initial term of this Agreement shall be one year commencing as of the Effective Date (collectively with any renewal term, the "Term"). This Agreement shall automatically renew for additional one-year terms unless either Party provides written notice of termination at least 90 days' advance notice to the other Party.

b. **SOW Terms.** Unless terminated as provided in this Agreement or in the applicable SOW, each SOW shall commence upon the SOW Effective Date and shall continue in effect until provided in the SOW or, if not provided, until the applicable Services and/or Deliverables are complete ("SOW Term").

c. **Termination for Cause.** In the event that Client or Trava breaches any material provision of this Agreement and fails to cure such breach within 30 days after written notice thereof (which notice reasonably details the alleged breach), the non-breaching Party may terminate this Agreement (and/or the applicable SOW(s)) immediately by written notice to the other Party. In the event that Client or Trava (i) becomes insolvent; (ii) files a petition in bankruptcy for Chapter 7 relief, or has such a petition filed against it (and fails to lift any stay imposed thereby within 60 days after such stay becomes effective); (iii) has a receiver appointed with respect to all or substantially all of its assets; (iv) makes an assignment for the benefit of creditors; or (v) ceases to do business in the ordinary course, the other Party may terminate this Agreement and all outstanding SOW(s)

immediately by notice in writing. All notices required by this Section shall be in accordance with the notice requirements.

d. **Rights upon Termination.** Upon any termination or expiration of this Agreement, Client shall have thirty (30) days to request an electronic copy of any Client Data maintained by Trava. Thereafter, Trava shall have no obligation to provide a copy of or otherwise retain such data. In the event this Agreement or any SOW is terminated for any reason, Client shall pay Trava for all Services provided to Client up to and including the date of termination. Notwithstanding the foregoing, if any SOW includes a fixed-fee payment, Client shall pay Trava the full amount of such payment upon termination of the applicable SOW, unless termination is triggered by Trava's breach, in which case Client shall only pay a pro-rata amount based on the time elapsed prior to termination. Termination of a SOW does not affect the binding nature of any other SOW then in effect. Except as otherwise set forth in this Agreement or in the applicable SOW, upon termination of a SOW, all Services thereunder shall immediately terminate.

e. **Survival of SOWs.** In the event that this Agreement expires and there is a SOW Term in effect, the terms of this Agreement shall remain in full force and effect for such SOW until termination of such SOW.

12. Insurance.

a. Trava shall maintain, at its own expense, throughout the Term, the following minimum insurance coverage: (a) Workers' Compensation as required by applicable law; (b) Employer's Liability with a minimum limit of $1,000,000; (c) Commercial General Liability (including products and completed operations, personal injury, and contractual liability) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate; (d) Umbrella/Excess Liability with a minimum limit of $5,000,000 per occurrence and in the aggregate; (e) Professional Liability/Errors and Omissions (including network security and cyber liability coverage) with a minimum limit of $2,000,000 per claim and $2,000,000 in the aggregate; and (f) such other coverage as may be required by applicable law. All insurers shall be rated no less than “A-VIII” by A.M. Best Company. Claims-made policies shall be maintained for a minimum of two years following expiration or termination of this Agreement. Trava shall provide Client with a current Certificate of Insurance upon Client's written request.

b. Client shall maintain, at its own expense, throughout the Term, insurance coverage that is customary and reasonable for its industry and sufficient to fulfill its obligations hereunder. All insurers shall be rated no less than “A-VIII” by A.M. Best Company. Claims-made policies shall be maintained for a minimum of two years following expiration or termination of this Agreement. Client shall provide Trava with a current Certificate of Insurance upon Trava's written request.

13. Authorization to Perform Security Services.

Prior to commencing any offensive or intrusive security Services (including without limitation penetration testing, red team engagements, social engineering assessments, or active vulnerability scanning), Client shall provide Trava with a written authorization specifying: (a) the systems, networks, IP ranges, and applications in scope; (b) the testing techniques and tools authorized; (c) the authorized testing window and any blackout periods; (d) Client's designated emergency contact and stop-work procedure; and (e) any production systems or sensitive environments requiring special handling. Trava's performance of such Services in accordance with Client's written authorization shall constitute authorized access and shall not be deemed a violation of any applicable law, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030). Client represents and warrants that it has the legal authority to grant such authorization for all in-scope systems, including any third-party systems, and shall indemnify Trava against any claims arising from Client's lack of authority to authorize testing of any in-scope system.

14. Subcontractors; Personnel.

a. Trava may engage subcontractors to perform services under this Agreement, provided that all such subcontractors are qualified and possess the necessary skills, experience, and certifications required to perform the assigned work. Trava shall remain fully responsible for the acts and omissions of its subcontractors to the same extent as if such acts or omissions were those of the service provider. Client acknowledges that Trava may at times use offshore subcontractors, provided that Trava shall specify such use in a Statement of Work, which Client may object to in its sole discretion.

b. **Assigned Personnel.** Trava will use personnel with the knowledge, skill, and experience necessary to perform the Services in accordance with industry standards. Trava performs background checks on all personnel providing Services, to the extent lawful in the applicable jurisdiction, prior to assignment to Client engagements. A description of the elements of the background check is available upon Client's written request. Client may request removal of any Trava personnel from a Services engagement for reasonable cause, and Trava shall use commercially reasonable efforts to accommodate such request promptly.

15. Data Protection and Security.

a. **Processing of Personal Data.** Trava will process Personal Data in accordance with the terms of the Data Processing Addendum published at travasecurity.com/legal. “Personal Data” means any information related to an identified or identifiable natural person as defined by applicable laws and regulations relating to privacy and the processing of such information in the relevant jurisdictions,

and collected, processed, retained, disclosed, or used by Trava in connection with Client's use of the Services.

b. **AI Utilization and Transparency.** Client acknowledges and agrees that Trava may utilize artificial intelligence ("AI") tools and methodologies — including but not limited to AI-assisted analysis, automated scanning, and language model tools — to enhance the provision of the Services. Trava will adhere to ethical AI practices and will comply with applicable laws and regulations governing the use of AI in the Services.

c. **Information Security Program.** Trava will be responsible for establishing and maintaining an information security program designed to: (i) ensure the security and confidentiality of Client Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Client Data; (iii) protect against unauthorized access to or use of Client Data; and (iv) ensure that all subcontractors of Trava, if any, comply with all of the foregoing. Trava is and will remain in compliance with its technical and organizational measures as outlined in the Data Processing Addendum. Upon Client's written request, Trava will provide Client with access to Trava's security documentation, including a copy of its current information security program, SOC 2 Type II audit report (or equivalent), and other applicable security and audit documents, as available.

d. **Breach Notification.** In the event Trava discovers or is notified of any actual or reasonably suspected unauthorized access to, disclosure of, or loss of Client Data, Trava shall notify Client in writing within 72 hours of such discovery. Such notification shall include, to the extent then known: (i) a description of the nature of the incident; (ii) the categories and approximate volume of Client Data affected; (iii) the likely consequences of the incident; and (iv) the measures Trava has taken or proposes to take to address the incident. Trava shall cooperate fully with Client in investigating the incident and in any required notifications to affected individuals or regulatory authorities.

e. **Data Deletion.** Upon termination or expiration of this Agreement or any applicable Quote and upon receiving Client's written request, within 30 days, securely delete or destroy all Client Data in its possession or control, including any copies held by subcontractors, and provide Client with written certification of such deletion. Unless otherwise specified, Trava may retain Client Data beyond such period solely for business purpose, and to the extent required by applicable law or regulation, in which case such retained data shall remain subject to the confidentiality obligations of this Agreement and shall be deleted as soon as retention is no longer required.

16. General.

a. **Law, Jurisdiction, and Venue.** This Agreement shall be governed and construed according to the laws of the State of Indiana. The Parties agree that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be in the Circuit Court for Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division.

b. **Trade Compliance.** The export, re-export, or in-country transfer of Trava's services and information may be subject to U.S. and other export control laws and regulations, including the U.S. Export Administration Regulations. Client agrees to comply with all applicable export and import control laws and to obtain all required authorizations before exporting, re-exporting, or transferring Trava services or information. Trava's services and information are prohibited for export or re-export to Cuba, North Korea, Iran, Syria, the Crimea Region of Ukraine, and any other jurisdiction subject to comprehensive U.S. trade sanctions. Client represents that it is not located in, a resident or national of, any such prohibited jurisdiction, and that Client is not listed on any U.S., EU, or UN sanctions list.

c. **Assignment.** Except as otherwise provided in this Section 16(c), neither Party may assign any of its rights or delegate any of its duties under this Agreement or any SOW without the prior written consent of the other Party, which consent will not be unreasonably withheld; any unauthorized assignment or delegation will be null and void. A Party may, without notice to or consent from the other Party, assign this Agreement or any SOW in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction, provided that the assignee confirms in writing that it has assumed all obligations of the assignor under this Agreement and/or the assigned SOW. This Agreement will be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

d. **Notices.** Any notice either Party desires to give the other Party hereunder shall be in writing. All notices shall be given by delivery to the Parties at their physical or email addresses set forth in this Agreement unless such addresses are changed by written notice.

e. **Independent Parties.** This Agreement is by and between independent parties. Nothing in this Agreement shall be construed or interpreted to give rise to an agency, partnership, franchise, employment, or joint venture.

f. **Force Majeure.** Neither Party will be liable for any failure to perform due to circumstances beyond its reasonable control, including without limitation, acts of God, acts of government, natural disasters, fire, civil unrest, acts of terror, pandemic, Internet or telecommunications failures, or cyberattacks. A force majeure event will not include a Party's financial inability to perform its obligations. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. Performance deadlines will be extended for a period equal to the time lost due to any delay caused by a force majeure event. If the duration of the delay exceeds 30 days, the non-affected Party may terminate this Agreement by giving written notice to the affected Party.

g. **General.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements with respect to such subject matter, whether express or implied, written or oral. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This Agreement may not be modified except by written agreement signed by duly authorized representatives of both Parties. This Agreement shall

not be construed against any Party by reason of its preparation. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. In this event, the Parties may replace the unenforceable provision with a mutually agreeable enforceable provision that preserves the original intent and position of the Parties. Any other provisions that survive by their nature shall survive the expiration or termination of this Agreement for any reason. No term or provision of the Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

h. **Order of Precedence.** In the event of any conflict among the terms of this Agreement, the following order of precedence shall apply: (i) this Agreement and any amendments signed by both Parties; (ii) the applicable SOW; and (iii) any document referenced but not signed by both Parties. This Agreement and each applicable SOW shall prevail over any conflicting or additional terms of any purchase order, acknowledgement, or other document issued by Client, even if signed and returned by Trava.

i. **Survival.** The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 5 (Intellectual Property), 6 (Non-Solicitation), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), 15 (Data Protection and Security), 16 (General), and any accrued payment obligations.

j. **No Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, nor shall be, for the benefit of any person or entity not a Party hereto, and no such third party shall have any right or cause of action hereunder.

k. **Language.** The Parties intend for this Agreement to be governed by its English language version. Any translation is for convenience only and shall not affect the interpretation of this Agreement. In the event of a conflict between the English version and any translation, the English version shall prevail.

l. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOW. Each Party represents that it was represented by counsel, or had the opportunity to be represented by counsel, in connection with this Agreement.

m. **Compliance with Laws.** Each Party agrees to comply with all applicable laws in the performance of this Agreement, including without limitation: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act; (ii) data privacy and cybersecurity laws and regulations; (iii) export/import and economic sanctions laws; (iv) immigration, labor and employment laws; and (v) anti-discrimination laws.

n. **Logo License.** Client hereby grants to Trava a limited, revocable, non-exclusive license to use Client's company name and logo solely for the purpose of identifying Client as a customer of Trava, subject to Client's prior written approval of each specific use. Trava shall not use Client's name or logo in any press release, public announcement, or marketing material without obtaining Client's advance written consent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers as of the Effective Date.

By:	
Print Name:	
Title:	
Date:	
Notices to:	
Attn:	
Email:	
Trava Security, Inc.	
By:	
Print Name:	Daniel Katt
Title:	CEO
Date:	
Notices to Trava:	
Attn:	Cindy Goyer
Email:	cindy.goyer@travasecurity.com